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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RAJIV RISHI, individually; CELIA BANKS-
RISHI, individually,

Plaintiffs,

v.

GEICO CASUALTY COMPANY; DOES I
through X and ROE CORPORATIONS I
through X, inclusive,

Defendants.

Case No. 2:18-cv-01044-JAD-PAL

STIPULATED PROTECTIVE ORDER

This Stipulation is entered into by and between Rajiv Rishi, Celia Banks-Rishi and GEICO Casualty Company (referred to collectively as the “Parties”) by and through their attorneys of record, based on the following:

The Parties assert that certain documentation and information sought constitutes confidential, proprietary, sensitive, trade secret, financial, business, and other commercial records and information entitled to protection from disclosure;

The Parties desire to establish a mechanism to prevent the improper disclosure of such information and documentation produced;

1 The Parties desire the procedures outlined in this Order shall apply to all documents, things
 2 and information subject to discovery from or disclosed by the Parties pursuant to the ~~Nevada~~ ^{Federal}
 3 Rules of Civil Procedure.

4 The Parties intend that this stipulation be binding upon them and enforceable as an Order
 5 of the Court. The Parties seek the Court's approval and entry of the terms of this stipulation as an
 6 Order of the Court.

7 IT IS HEREBY ORDERED THAT:

8 I. (1) The parties hereto recognize that some of the information, documents, and
 9 the things that may be disclosed or may be discoverable under the Rules of Civil Procedure in this
 10 action might allegedly include trade secret or other confidential information or proprietary
 11 business or commercial information of the party from which discovery is sought ("Confidential
 12 Information"), the public disclosure of which would likely be competitively harmful. To the
 13 extent the parties produce documents and/or other things allegedly containing Confidential
 14 Information which the producing party determines warrants protection, those documents shall be
 15 subject to this Stipulated Protective Order Regarding Confidentiality.

16 (2) The parties hereto agree that limitations on the disclosure and use of Confidential
 17 Information are desirable for the orderly conduct of discovery in this action, while at the same
 18 time providing protection from the misuse of each party's Confidential Information.

19 (3) Each party to this action who produces or discloses any documents, things,
 20 interrogatory answers, admissions, deposition transcripts, or information which the producing or
 21 disclosing party ("Producing Party") reasonably believes to comprise or contain Confidential
 22 Information, and which the Producing Party desires to be subject to this Protective Order, shall
 23 have stamped or written upon that document or tangible thing one of the two following
 24 designations as reasonably determined by the Producing Party:

25 (a) "CONFIDENTIAL", or

26 (b) "CONFIDENTIAL ATTORNEY'S EYES ONLY"

27 All documents and tangible items so marked as provided in Paragraph I(3) must be visibly
 28 marked on each page or separate item by the Producing Party as "CONFIDENTIAL" or

1 “CONFIDENTIAL ATTORNEY’S EYES ONLY.” A deposition transcript may be designated
 2 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” by any party or
 3 witness by requesting such treatment thereof either (1) on the record, or (2) by written
 4 communication mailed within thirty (30) days after receipt by the witness or his counsel of the
 5 transcript. All parties shall treat a deposition transcript as “CONFIDENTIAL” or
 6 “CONFIDENTIAL ATTORNEY’S EYES ONLY,” respectively, during said thirty (30) day
 7 period. If “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” treatment of
 8 a transcript is requested on the record, the court reporter shall be instructed to mark the face of the
 9 transcript(s) containing the designated testimony with the designation “CONFIDENTIAL” and/or
 10 “CONFIDENTIAL ATTORNEY’S EYES ONLY.” The party requesting confidential designation
 11 shall identify by page and line the portions of the transcript that the requesting party intends to
 12 designate as Confidential Information in written correspondence served to all counsel of record
 13 within 30 days after the requesting party receives the written deposition transcript from the court
 14 reporter. Only the portions of the deposition transcript designated by the producing party during
 15 this time period shall remain confidential subject to this Order. Copies of all exhibits designated
 16 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” shall be separately
 17 marked accordingly. If the designated transcript portions are filed with the Court, the designated
 18 portion shall at the time of filing be sealed as provided in Paragraph VIII below and within the
 19 ~~sealed envelope~~, identified as being “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S
 20 EYES ONLY.”

21 II. (1) All documents and tangible things marked as CONFIDENTIAL or
 22 CONFIDENTIAL ATTORNEY’S EYES ONLY shall be held by the Party receiving same (the
 23 “Receiving Party”) in confidence and used solely for the purpose of this case. . Counsel of record
 24 for the parties may maintain a copy of the Confidential Information for document retention
 25 purposes as well as their own documents that are work product or subject to attorney-client
 26 privilege. This Order shall continue to apply to information designated as “CONFIDENTIAL” or
 27 “CONFIDENTIAL ATTORNEY’S EYES ONLY” following the conclusion of this matter.

28 (2) All information designated “CONFIDENTIAL” or “CONFIDENTIAL

The parties
 shall
 comply with
 the
 provisions
 of LR IA
 10-5
 regarding
 documents
 filed under
 seal and
 the Ninth
 Circuit's
 decisions of
Kamakana
 and
Chrysler.

1 ATTORNEY'S EYES ONLY" disclosed or produced in the course of this litigation shall be used
 2 for purposes in the action *Rishi v. GEICO Casualty Co.*, Case No. 2:18-cv-01044-JAD-PAL and
 3 shall not be disclosed except in accordance with the provisions of this Order.

4 (3) All information designated "CONFIDENTIAL ATTORNEY'S EYES ONLY"
 5 shall be subject to the following additional restriction: It shall be held in confidence by outside
 6 counsel of record for the Receiving Party, experts, consultants, and other companies/individuals
 7 hired to assist with this matter such as outside copying services and data processing companies
 8 who execute the Undertaking attached hereto as Exhibit "A" and shall not be disclosed by said
 9 outside counsel to their respective clients or to anyone else, including (but not by way of
 10 limitation) any officers, directors, in-house counsel, general counsel, managing agents and/or
 11 employees of the Receiving Party, consultants retained by same, or employees of such consultants.

12 (4) All information designated "CONFIDENTIAL" shall be subject to the same
 13 restrictions as set forth in Paragraph II (3) above, except that such information may be disclosed
 14 by outside counsel of record to a named party, if that party is an individual, or to no more than
 15 three Directors, Officers, or employee representatives of a party if that party is a corporation.

16 III. It shall be the responsibility of each party to this Order to advise all persons,
 17 including counsel of record and expert(s), shown or given any designated information, of this
 18 Order, and they shall be bound thereby. Furthermore, (with the exception of counsel of record,
 19 attorneys within the law firms of such counsel, secretaries, paralegals and other staff of counsel of
 20 record, court reporters and videographers for depositions, mediators and their staff, and the court
 21 and court personnel) all persons authorized herein who are shown or given any designated
 22 information shall first sign an undertaking in the form attached hereto as Exhibit A.

23 IV. This Order by itself shall not expand nor limit the rights of any party, during the
 24 course of discovery, either (1) to demand additional information on any ground, or (2) to object or
 25 withhold additional information or documentation. Nor, conversely, shall this Order limit the
 26 right of any party to move the Court to compel the production of any such evidence on any
 27 ground. Subject to the Producing Party seeking relief from the Court as provided in paragraph VII
 28 below, this Order shall not inhibit the dissemination or use of any Confidential Information if that

1 same information has been or is obtained by the Receiving Party from sources other than, and
2 independent from, the Producing Party, under circumstances that place no restriction on the use or
3 disclosure of the information by the Receiving Party. Nothing in this Order by itself or in any
4 Party's compliance with its provisions shall be construed to preclude a Party from seeking and
5 obtaining Confidential Information or other information by discovery request or judicial request or
6 other judicial process in this or any other action.

7 V. In the event any Confidential Information is used in any proceeding herein, it shall
8 not lose its designated status through such use, and the parties shall take all steps reasonably
9 required to protect such confidentiality against misuse. Neither the taking of any action in
10 accordance with the provisions of this Protective Order, nor the failure to object thereto, shall be
11 construed as a waiver of any claim or defense in this action. Except as expressly provided herein,
12 the entry of this Order shall not be construed as a waiver of any right to object to the furnishing of
13 information in response to discovery and conversely, except as expressly provided herein, by itself
14 shall not relieve any party of the obligation of producing discoverable information in the course of
15 discovery.

16 VI. Maintenance of the protected status of any Confidential Information shall in all
17 cases be subject to further order of this Court and nothing herein shall preclude any party upon
18 reasonable notice to all parties from applying to this Court for any modification of this Order or
19 moving the Court for an order changing the status of any designated information or otherwise
20 relieving the Receiving Party from the restrictions contained in this Protective Order or from
21 applying to the Court for further or additional Protective Orders. In such a motion, the party
22 designating or seeking to restrict the use or distribution of any information or discovery material
23 shall bear the burden of persuasion. The designations under Paragraph I(3) shall be made by the
24 parties hereto reasonably and in good faith.

25 VII. (1) Any documents containing Confidential Information that are filed with the
26 Court for any purpose shall be submitted with a request to file under seal pursuant to appropriate
27 rules, and shall be placed in a ~~sealed envelope~~ or container marked on the outside with the title of
28 the action and with a statement substantially in the following form:

1 “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER”

2 This envelope (or container) containing the above-identified papers filed by (name of
3 party) is ~~not to be opened~~ nor the contents thereof displayed or revealed to anyone other than
4 Court personnel, except by further Court Order.

5 (2) This Order shall not govern the use of Confidential Information at trial or hearings
6 in this matter.

7 VIII. ~~The Parties and any other person subject to the terms of this Order agree that this~~
8 ~~Court shall have and shall retain jurisdiction over it and over them during and for 6 months after~~
9 ~~this action is terminated, for the purpose of enforcing this Order.~~

10 IX. The Parties to this agreement may change its terms or effects by further mutual
11 agreement in writing, as approved by the Court.

12 X. If a party to whom confidential information has been produced receives a
13 subpoena, agency request for information or other legal process seeking disclosure of such
14 Confidential Information, said party shall notify the producing party of such request and its
15 intention to comply therewith in order to give the producing party the opportunity to seek a
16 protective order or to otherwise take action to prevent disclosure. If the producing party does not
17 act to protect its interests in accordance with applicable procedural rules by objecting within 14
18 days after receiving notice of the subpoena/request, the other party in receipt of the subpoena,

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1 agency request for information or other legal process shall be entitled to disclose the confidential
2 information to the requestor.

3 **SO STIPULATED AND AGREED:**

4 DATED this 11th day of January, 2019

5 NAQVI INJURY LAW

6
7 By /s/ Elizabeth E. Coleman
8 Farhan R. Naqvi, Nevada Bar No. 8589
9 Elizabeth E. Coleman, Nevada Bar No. 12350
10 Paul G. Albright, Nevada Bar No. 14159
11 9500 West Flamingo Road, Suite 104
12 Las Vegas, Nevada 89147
13 Tel. (702) 553-1000
14 Attorneys for Plaintiffs

15 DATED this 11th day of January, 2019

16 McCORMICK, BARSTOW, SHEPPARD,
17 WAYTE & CARRUTH LLP

18 By /s/ Jonathan W. Carlson
19 Wade M. Hansard, Nevada Bar No. 8104
20 Jonathan W. Carlson, Nevada Bar No. 10536
21 Renee M. Maxfield, Nevada Bar No. 12814
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24 Tel. (702) 949-1100
25 Attorneys for Defendant

26 5590739.1

GOOD CAUSE APPEARING from the stipulation of the parties,

IT IS SO ORDERED that the parties' stipulation is approved as modified by the court.

DATED this 23rd day of January, 2019

By 
UNITED STATES MAGISTRATE JUDGE

Attachment A
UNDERTAKING

I, _____, state that:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have received a copy of the Protective Order in this case signed by the Court on _____ in the case of *Rishi v. GEICO Casualty Co.*, Case No. 2:18-cv-01044-JAD-PAL, in the United States District Court, District of Nevada.

5. I have carefully read and understand the provisions of the Protective Order. I will comply with all of its provisions, including holding in confidence and not disclosing to anyone not qualified under the Protective Order any designated information or any words, substances, summaries, abstracts, or indices of designated information, and copies thereof, which come into my possession, and documents or things which I have prepared relating thereto, except to counsel for the party by whom I am retained.

6. I hereby consent to be subject to personal jurisdiction of the District Court, Clark County, Nevada, in respect to any proceeding relative to the enforcement of the Protective Order, including any proceedings relative to contempt of Court.

Signature

DATED this ____ day of _____, 2019

[FIRM NAME]

By _____

[ATTORNEY NAME]

Attorneys for [Party]